

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ARMAND BRADLEY, individually and on behalf of all others similarly situated	:	CIVIL ACTION
	:	
v.	:	
	:	
BROOKHAVEN BOROUGH	:	NO. 25-155

ORDER

NOW, this 1st day of April, 2026, upon consideration of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law (Doc. No. 41), and after a hearing, it is **ORDERED** that the motion is **GRANTED**.

IT IS FURTHER ORDERED as follows:

1. The Class Action Settlement Agreement (Doc. No. 41-1) ("Settlement Agreement") entered into between plaintiff Armand Bradley ("Plaintiff") on behalf of himself and the proposed settlement class ("Settlement Class"), and the defendant Brookhaven Borough ("Brookhaven") on February 11, 2026, is preliminarily approved.
2. The definitions in the Settlement Agreement are incorporated in this Order.
3. The following Settlement Class is preliminarily certified for settlement purposes only, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), as follows:

All persons whose vehicles were towed by Lampert's on behalf of Brookhaven between January 1, 2023 and June 30, 2024. Excluded are: (a) any Settlement Class Members who file a timely request for exclusion; and (b) any officers, directors, or employees, or immediate family members of the officers, directors, board members, officials, legal counsel, or employees of Brookhaven or any entity in which Brookhaven has a controlling interest.

4. Plaintiff brought this putative class action on behalf of himself and a class of individuals whose vehicles were towed by Brookhaven between January 2023 and the spring of 2024, asserting claims for violations of due process and other constitutional rights under 42 U.S.C. § 1983, negligence, and unjust enrichment.

5. The parties investigated the facts and analyzed relevant legal issues regarding the claims asserted in the action. They have exchanged written disclosures, produced documents, and have taken depositions.

6. The parties engaged in arm's-length negotiations and mediation. As a result, they reached the resolution reflected in the Settlement Agreement.

7. The Settlement Agreement requires Brookhaven to create a non-reversionary settlement fund "Cash Settlement Fund" of \$1,250,000 to resolve the claims of plaintiff and all Settlement Class Members against Brookhaven only.

8. Administrative fees, attorneys' fees (up to one-third of the Cash Settlement Fund plus costs), and a service award for plaintiff (up to \$5,000) shall be paid from the Cash Settlement Fund.

9. Settlement Class Members will receive the following monetary relief from the Cash Settlement Fund:

a. Authorized Claimants whose vehicles were not returned ("Unretrieved Vehicles") shall receive from the Net Settlement Fund a payment ("Unretrieved Vehicle Payment") in an amount equal to the Authorized Claimant's Unretrieved Vehicle Value calculated based on the Kelley Blue Book value as of the time each vehicle was towed. A claimant whose vehicle appears on the list of Unretrieved Vehicles, which is attached as Exhibit F to the Settlement Agreement, need not submit

supporting material with the claim form for an Unretrieved Vehicle Payment. A claimant whose vehicle does not appear on the list of Unretrieved Vehicles and who claims it was not returned must submit documentation to support the claim.

b. Authorized Claimants shall be eligible to receive an Inconvenience Payment from the Net Settlement Fund, less the total amount of Unretrieved Vehicle Payments, on a *pro rata* basis. An Authorized Claimant, if deemed eligible by the Settlement Administrator, may receive a payment under both Section 2.2(a) and Section 2.2(b) of the Settlement Agreement.

c. The Settlement Administrator will issue direct payments to all Authorized Claimants twenty-one (21) calendar days after the Settlement Date. Payments for Cash Benefits may be issued in the form of a check or an electronic funds transfer or similar means made payable to the Authorized Claimant.

d. Each Authorized Claimant's Cash Benefit payment shall be distributed to the Authorized Claimant automatically. Only those who select a digital payment option will be required to provide payment information to the Settlement Administrator.

10. The proposed Full Notice and Mailed Notice, attached as Exhibits B and C to the Settlement Agreement, are approved as substantially in proper form.

11. Plaintiff Armand Bradley is appointed as Class Representative for settlement purposes.

12. Ruben Honik and David Stanoch of Honik LLC are appointed Class Counsel for settlement purposes.

13. Fidexis is appointed Settlement Administrator.

14. No later than **April 13, 2026**, the Settlement Administrator shall establish the Settlement Website, which shall include, in downloadable format, the following:

- a. the Full Notice;
- b. the Complaint;
- c. the Settlement Agreement;
- d. questions and answers about the Settlement Agreement;
- e. the Final Order, following entry by the court; and
- f. the motion for fees and costs, within five (5) business days of when

Class Counsel files a motion for attorneys' fees and costs;

The Settlement Website shall allow Authorized Claimants to correct the physical address to which direct payment checks are to be mailed, or alternatively to elect to receive an electronic payment.

15. The Settlement Website shall be maintained until at least **April 13, 2027**.

16. No later than **April 13, 2026**, and until the date Final Judgment is entered, Brookhaven shall provide a link to the Settlement Website at <https://brookhavenboro.com/>.

17. No later than **April 13, 2026**, the Settlement Administrator shall send the Mailed Notice, via postcard, pre-paid postage, and pre-filled with claimant's information and served by direct mail to the last known address of the Settlement Class Member. The Mailed Notice shall be substantially similar to the form attached to the Settlement Agreement as Exhibit C and shall advise the potential Settlement Class Members of:

- a. the Settlement Agreement and its relevant terms;
- b. their rights under the Settlement Agreement;

- c. the URL to the Settlement Website;
- d. the toll-free telephone number to call for additional information;
- e. the process for objecting and opting out of the Settlement; and
- f. the date of the final approval hearing.

18. If the parties or the Settlement Administrator determine the Mailed Notice did not reach a Settlement Class Member, the Settlement Administrator shall follow the actions outlined in the Section 5.2(c) of the Settlement Agreement.

19. No later than **April 20, 2026**, the Settlement Administrator shall file proof of distributing the Mailed Notice as required by paragraph 17 of this Order.

20. The manner of giving notice as prescribed in this Order satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice.

21. No later than **April 13, 2026**, Class Counsel shall file a motion for final approval and a motion for an award of attorneys' fees and expenses.

22. Any Settlement Class Members may elect not to be part of the settlement or opt out of the Settlement Class and not be bound by the Settlement Agreement.

23. Each Settlement Class Member shall have the right to opt out from the Settlement Class by submitting a Notice of Opt-Out electronically or by U.S. Mail to the Settlement Administrator postmarked no later than **May 11, 2026**. If there is no legible postmark, the request for exclusion must be received by the Settlement Administrator on or before **May 26, 2026**. Any Settlement Class Member who wishes to exclude themselves

from the Settlement Class must comply with the terms set forth in the Full Notice and Settlement Agreement.

24. All persons who submit valid and timely requests for exclusion as set forth in this Order and the Full Notice shall have no rights under the Settlement Agreement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement Agreement or any Final Judgment entered in this action.

25. Any Settlement Class Member who does not submit a timely request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in this litigation, even if the Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the claims released in this case, and even if such Settlement Class Member never received actual notice of this litigation or the proposed Settlement Agreement.

26. Unless they have submitted a timely request for exclusion from the Settlement Class, Settlement Class Members and their legally authorized representatives will be preliminarily enjoined from raising claims released in the Settlement Agreement by:

a. filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative or regulatory proceeding, arbitration, or other proceeding in any jurisdiction;

b. filing, commencing, or prosecuting a lawsuit or administrative or regulatory proceeding, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action); and,

c. attempting to affect an opt out of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based upon the claims released in the Settlement Agreement.

27. Each Settlement Class Member who does not timely opt out of the Settlement Class shall have the right to object to the settlement or the request by Class Counsel for an award of attorneys' fees and expenses by filing written objections with the Clerk of Court no later than **May 11, 2026**, and serving copies of the objection on Class Counsel and the Settlement Administrator.

28. Objections must contain the following: (1) a heading that refers to this action by case name and case number; (2) a statement of the specific legal and factual basis for each objection; (3) a statement whether the objecting person or entity intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying counsel by name, bar number, address, and telephone number; (4) a description of any and all evidence the objecting person or entity may offer at the Final Approval Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Final Approval Hearing; and documentary proof of the objecting person's membership in the Settlement Class; and (5) a list of other cases in which the objector or counsel for the objector has appeared either as an objector or counsel for an objector in the last five years.

29. Failure to file and serve written objections in compliance with paragraphs 27 and 28 of this Order will preclude a Settlement Class Member from objecting at the Final Approval Hearing.

30. No later than **May 27, 2026**, the Settlement Administrator shall file with the Clerk of Court and serve on counsel a list of persons who have timely opted out of the Settlement Class with its determinations as to whether any request to opt out of the Settlement Class was not timely submitted; and it shall provide written notification to any Settlement Class Member whose request to opt out of the Settlement Class was untimely.

31. All briefs, memoranda, petitions, and affidavits to be filed in support of final approval of the settlement and for an award of attorneys' fees and out-of-pocket expenses by Class Counsel shall be filed no later than **May 27, 2026**.

32. Funds for Uncashed Settlement Checks shall be donated as a *cy pres* award to:

Legal Aid of Southeastern Pennsylvania

625 Swede St.
Norristown, PA 19401
877-429-5994
<https://www.lasp.org/>

33. The Settlement Agreement is likely to be approved as fair, reasonable, and adequate to the Settlement Class after a final approval hearing.

34. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been satisfied for settlement purposes in that:

- a. there are over 600 persons who qualify as Authorized Claimants;
- b. there are questions of fact and law common to all members of the Settlement Class, namely that each Settlement Class Member's vehicle was towed by Brookhaven during the same time period, and each was denied proper and timely notice and a hearing;

c. the claims of the Class Representative are typical of those of the members of the Settlement Class, with no divergence between the Class Representative's interests and those of the members of the Settlement Class;

d. the Class Representative will fairly and adequately protect the interests of the Settlement Class; and

e. counsel for the Settlement Class, experienced in complex commercial and class action litigation, have and will continue to adequately represent the Settlement Class.

35. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(3) for settlement purposes because:

a. a class action is superior to other available methods for the fair and efficient adjudication of this controversy, and

b. questions of fact and law common to members of the Settlement Class predominate over any affecting only individual members.

36. Pursuant to Fed. R. Civ. P. 23(e), a final approval hearing will be held on **June 8, 2026**, at **9:00 a.m.**, in **Courtroom 9A**, United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, to determine:

a. whether this action satisfies the criteria for class certification set forth in Fed. R. Civ. P. 23(a) and (b);

b. whether the proposed settlement is fair, reasonable, and adequate in consideration of the factors set forth in Fed. R. Civ. P. 23(e)(2);

c. whether final approval should be granted;

d. whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice;

e. an award for attorneys' fees and expenses; and

f. other such matters as the Court may deem appropriate.

37. The Court retains jurisdiction over this action to consider all matters arising out of or connected with the Settlement Agreement.

/s/ Timothy J. Savage
TIMOTHY J. SAVAGE, J.